



Amendment No. 2
to
Contract No. NS180000056
for
COPLINK Software Licenses
between
Forensic Logic, LLC
and the
City of Austin, Texas

- 1.0 The City hereby exercises the first renewal option of this contract. Three extension options will remain.
- 2.0 The City hereby amends the above referenced contract to modify the effective dates for years 2-5 as follows:

	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Date	9/1/2019 – 9/30/2020	10/1/2020 – 9/30/2021	10/1/2021 – 9/30/2022	10/1/2022 – 9/30/2023
Licensing	\$87,3163.96	\$91,682.80	\$96,266.94	\$101,080.28
Maintenance	\$37,259.25	\$39,122.21	\$41,078.32	\$43,132.24
Total	\$124,576.20	\$130,805.01	\$137,345.26	\$144,212.52

- 3.0 The total amount of year 2 will be increased by \$10,381.35 to an amount not-to-exceed of \$134,957.55 for an additional month of service to align the effective dates.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/1/2018 – 08/31/2019	\$118,644.00	\$118,644.00
Amendment No. 1: Payment dates revision	\$0.00	\$118,644.00
Amendment No. 2: Exercise the first extension option for \$124,576.20. Modify effective dates for years 2-5 and add \$10,381.35 to the amount of year 2. Two purchase orders will be issued for this: \$10,381.35 in September and \$124,576.20 in October.	\$134,957.55	\$253,601.55

- 4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:
Dave Dunlap 8/30/2019
3A0A5BBB1AB14B9... Dave Dunlap COO

Printed Name: _____
Authorized Representative

Forensic Logic, LLC
1255 Treat Blvd, Suite 610
Walnut Creek, CA 94597

Signature & Date:

D. Dellemonache 9/3/19
Daniel Dellemonache, Procurement Specialist III
City of Austin Purchasing Office

City of Austin
Purchasing Office
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 1
to
Contract No. NS180000056
for
COPLINK Software Licenses
between
Forensic Logic, LLC
and the
City of Austin, Texas

1.0 This FIRST AMENDMENT (FIRST AMENDMENT) is hereby incorporated by reference to that Contract, effective August 23, 2018, made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Forensic Logic, LLC ("Contractor"), having offices at Treat Towers, 1255 Treat Boulevard, Suite 610, Walnut Creek, Ca 94597. All capitalized terms not defined herein shall have the same meanings as found in the Contract.

2.0 In consideration of the mutual covenants set for in this First Amendment, City and Contractor hereby agree as follows:

1. The table found in Clause 3. Total Charges of the COPLINK Order Form (Appendix 1) of the COPLINK Software License Agreement attachment to the Contract, as shown here:

COPLINK Maintenance	Charge
COPLINK Software License Maintenance (September 1, 2018 – August 31, 2019):	\$83, 159.00
Data Source Integration Maintenance (October 1, 2018 – August 31, 2019):	\$35, 485.00
Total Services Charge:	\$118,644.00

shall be deleted in its entirety and replaced with the following:

COPLINK Maintenance	Invoice Date	Amount
COPLINK Software License and Data Integration Maintenance	September 30, 2018	\$9,887.00
COPLINK Software License and Data Integration Maintenance	October 01, 2018	\$108,757.00
Total Services Charge:		\$118,644.00

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/01/2018 – 08/31/2019	\$118,644.00	\$118,644.00
Amendment No. 1: Payment dates revision	\$0.00	\$118,644.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:
Bradford Davis 9/30/18
4BDAB7CA43874B2

Printed Name: Bradford Davis
Authorized Representative

Forensic Logic, LLC
1255 Treat Blvd Suite 610
Walnut Creek, CA 94597

Signature & Date:

[Signature] 10/15/18

Sai Xoomsai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Forensic Logic, LLC
For
COPLINK Software Licenses**

This Contract is made by and between the City of Austin (“City”), a home-rule municipality incorporated by the State of Texas, and Forensic Logic, LLC (“Contractor”), having offices at 712 Bancroft Road #423, Walnut Creek, CA 94598.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City’s Contract Manager will be responsible for exercising general oversight of the Contractor’s activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City’s interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City’s Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor’s Contract Manager for this engagement shall be Nancy Keena, Phone: 520-437-3823, Email Address: nkeena@forensiclogic.com. The City’s Contract Manager for the engagement shall be Dan Dellemonache, Phone: (512) 974-5057, Email Address: Daniel.dellemonache@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor’s Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor’s Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid at the beginning of each contract year. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$655,583.00 for all fees and expenses.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Date	9/1/2018 - 8/31/2019	9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023
Licensing	\$ 83,159.00	\$ 87,316.95	\$ 91,682.80	\$ 96,266.94	\$ 101,080.28
Maintenance	\$ 35,485.00	\$ 37,259.25	\$ 39,122.21	\$ 41,078.32	\$ 43,132.24
Total	\$ 118,644.00	\$ 124,576.20	\$ 130,805.01	\$ 137,345.26	\$ 144,212.52

NTE 5% escalation on an annual basis

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Financial Management
Address	P.O Box 1629
City, State, Zip Code	Austin, TX 78767-1629

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence on September 1, 2018 and shall remain in effect for an initial term of 60 months (August 31, 2023) .

4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.3.3 This is a 60 month Contract.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the “Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor’s Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City’s reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the “City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors” and remove the Contractor from the City’s vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor’s default, including, without limitation, cost of cover, reasonable attorneys’ fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Termination and Suspension of Service.**

4.6.1 In the event of a termination of the contract, the Contractor shall erase the City data in accordance with the schedule in Paragraph 4.6.3 if requested to do so by City.

4.6.2 During any period of service suspension, the Contractor shall not take any action to intentionally erase any City data.

4.6.3 In the event of termination of any services or agreement in its entirety, the Contractor shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

4.6.4 The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

4.6.5 The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

4.7 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.5 **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of a negligent act, error, omission, or breach of security (including but not limited to confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract

5.1.2.6 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5.3 **Change Control and Advance Notice:** The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

5.6 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Performance.**

6.1.1 The Contractor represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provided under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under each SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Agreement.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least 90 days from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.3 **WARRANTY – AGAINST UNDISCLOSED ILIICIT CODE:** Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:

6.3.1 Not contain any hidden file;

6.3.2 Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;

6.3.3 Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and

6.3.4 Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.

6.3.5 Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software within 24 hours.

To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.

Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

6.4 **WARRANTY – SOFTWARE:** Unless otherwise expressly provided in this Master Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its Contractors, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements,.

SECTION 7. MISCELLANEOUS

7.1 **Data Location:** The Contractor shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a support in other countries in order to provide round-the-clock support, unless otherwise prohibited in this contract.

7.2 **Data:**

7.2.1 **Data Ownership:** The City will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

7.2.2 **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

- i. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- ii. All data obtained by the Contractor in the performance of this contract shall become and remain property of the City.
- iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
- iv. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.
- vi. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

7.2.3 **Security:** The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities.

7.2.4 **Security in Compliance with Chapter 521 of the Texas Business and Commerce Code:** Contractor shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or

disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

7.2.5 Security Incident or Data Breach Notification: The Contractor shall inform the City of any security incident or data breach.

- i. **Incident Response:** The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- ii. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
- iii. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

7.2.6 Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of Contractor.

- i. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- ii. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- iii. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

7.3 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.4 Workforce.

7.4.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.4.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.4.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.4.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.4.4 Subcontractor Disclosure: The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

7.4.5 Background Checks: The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the City's information among the Contractor's employees and agents.

7.4.6 Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.

7.4.7 Right to Remove Individuals: The City shall have the right at any time to require that the Contractor remove from interaction with City any Contractor representative who the City believes is detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the City's consent.

7.5 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.6 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.6.1 disposal of major assets;

7.6.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

- 7.6.3 any significant termination or addition of provider contracts;
- 7.6.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.6.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.6.6 reorganization, reduction and/or relocation in key personnel;
- 7.6.7 known or anticipated sale, merger, or acquisition;
- 7.6.8 known, planned or anticipated stock sales;
- 7.6.9 any litigation against the Contractor; or
- 7.6.10 significant change in market share or product focus.

7.7 **Audits and Records.**

7.7.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.7.2 Records Retention:

7.7.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.7.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.7.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.8 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.9 **Indemnity.**

7.9.1 Definitions:

7.9.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.9.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.9.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.9.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.9.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.10 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.11 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Forensic Logic, LLC
ATTN: Nancy Keena, Contract Manager
712 Bancroff Road #423
Walnut Creek, CA 94598

7.12 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.13 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.14 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.15 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.16 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.17 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.18 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.19 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.20 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.21 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.22 **Dispute Resolution.**

7.22.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll

the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.22.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.23 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.23.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.23.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.23.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.24 **Subcontractors.**

7.24.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.24.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.24.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.24.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.24.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.24.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.24.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.24.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.24.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.25 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.26 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.27 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.28 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.29 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.30 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.31 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.31.1 This contract;

7.31.2 Exhibit A Frosensic Logic's offer, Coplink Software License Service Agreement and exhibits: within the Offer;

7.31.3 Exhibit B Non Discrimination Certification, Section 0800

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

FORENSIC LOGIC, LLC

By:  _____
Signature

Name: ROBERT BATTAY _____
Printed Name

Title: Executive Chairman _____

Date: 8/20/2018 1:50:46 PM PDT _____

CITY OF AUSTIN

By:  _____
Signature

Name: Sai Purcell _____
Printed Name

Title: Procurement Specialist IV _____

Date: 8/23/18 _____

This COPLINK Software License Service Agreement (this “**COPLINK Agreement**”) is made effective as of _____, 2018 (“**COPLINK Agreement Effective Date**”), by and between Forensic Logic, LLC (“**FL**”) and City of Austin (“**Customer**”). This COPLINK Agreement is incorporated into, made a part of, and subject to the terms and conditions of that certain Master Services Agreement between FL and Customer dated April 3, 2018 (the “**Master Agreement**”). In the event of any conflict between this COPLINK Agreement and the Master Agreement, this COPLINK Agreement shall govern and control. Any modifications to this COPLINK Agreement shall be in writing and executed by both Parties.

1. **Definitions.** Any term that is not defined in this COPLINK Agreement shall have the definition provided in the Master Agreement.

a. “**COPLINK Services**” mean, collectively, the Installation Services, Training Services, Maintenance Services, and Customization Services.

b. “**COPLINK Software**” means the FL COPLINK software product and data source software product components described in Appendix 3 to this COPLINK Agreement, in executable code form, including any error corrections, modifications, and Updates thereto provided by FL to Customer under this COPLINK Agreement.

c. “**Customer Data**” means Customer or third party data and information input or transferred into, stored, and/or processed by the Forensic Logic Services or the COPLINK Software.

d. “**Customization Services**” mean services provided by FL, upon request by a customer, to customize, reconfigure, or modify the COPLINK Software, as described in an applicable Order Form.

e. “**Forensic Logic Services**” means FL’s public safety information services web platform.

f. “**Installation Services**” mean the standard installation and integration services for the COPLINK Software, as described in Section 6(a) and applicable Order Forms, that FL provides to its customers.

g. “**Licensed Configuration**” means the numbers, types and/or identifiers of Subscribers, servers, and Nodes specified in the Order Form.

h. “**Maintenance Services**” mean the standard maintenance and support services for the COPLINK Software, as described in Section 6(c) and Appendix 2 attached hereto, that FL provides to its customers.

i. “**Node**” means a customer’s physical law enforcement office or headquarters where the COPLINK Software is installed on that customer’s servers.

j. “**Order Form**” means the form of document attached hereto as Appendix 1 by which Customer orders COPLINK Software licenses and subscriptions and COPLINK Services.

k. “**Subscriber**” means an employee of Customer or an individual who has been identified as an authorized user for whom Customer has oversight who (i) is authorized by Customer to access and use the COPLINK Software either at a Node or on a remote, online basis via the internet; (ii) has registered online with Customer or FL and been assigned a unique Subscriber ID and password combination to access and use the COPLINK Software;

and (iii) has agreed to the terms of FL’s standard end user license agreement for the COPLINK Software prior to being permitted to access and use the COPLINK Software for the first time.

l. “**Training Services**” mean the standard training services for the COPLINK Software, as described in Section 6(b) and applicable Order Forms, that FL provides to its customers.

2. **License.**

a. **Grant of License.** Subject to Customer’s compliance with the terms and conditions of this COPLINK Agreement and the Master Agreement (including, without limitation, payment of the applicable fees in accordance with Section 7), FL grants to Customer a non-exclusive, non-transferable, limited license during the term of this COPLINK Agreement: (i) to download, install, and use the COPLINK Software only in the Licensed Configuration and only for Customer’s internal use; and (ii) to reproduce the COPLINK Software and Licensed Documentation as reasonably necessary to exercise the license rights granted in subsection 2(a)(i), including making a reasonable number of copies for non-production backup and archival purposes and making a reasonable number of copies of the Licensed Documentation for use by Subscribers.

b. **License Restrictions.** Except as expressly authorized in this COPLINK Agreement, Customer will not: (i) copy or modify the COPLINK Software or Licensed Documentation; or (ii) distribute, transfer, sublicense, lease, lend, or rent the COPLINK Software (or access or use thereto) or Licensed Documentation to anyone other than Subscribers. Customer acknowledges and agrees that portions of the COPLINK Software constitute or contain trade secrets of FL and its licensors. Accordingly, Customer agrees not to disassemble, decompile, or reverse engineer the COPLINK Software, or permit or authorize a third party to do so, except to the extent such restrictions are prohibited by applicable law. Customer’s rights in the COPLINK Software will be limited to those expressly granted in this COPLINK Agreement.

c. **Ownership.** Customer expressly acknowledges that, as between FL and Customer, FL and its licensors own all worldwide rights, title, and interest in and to the COPLINK Software, including all worldwide Intellectual Property Rights embodied therein. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices appearing on the COPLINK Software and Licensed Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the COPLINK Software and Licensed Documentation.

3. **Customer Data.** Customer grants FL a non-exclusive, non-transferable, perpetual, royalty-free license to reproduce, process,

format, distribute, transmit, modify, prepare derivative works based upon, and otherwise use the Customer Data solely to provide the functionality of the COPLINK Software and the Forensic Logic Services to FL customers and Subscribers and to perform this COPLINK Agreement. The Customer Data, and all Intellectual Property Rights therein, is and will remain the exclusive property of Customer and its licensors, and Customer reserves all rights and licenses in and to the Customer Data not expressly granted to FL under this COPLINK Agreement. Customer acknowledges and agrees that FL will not be responsible for the content of any communications or Customer Data transmitted via the COPLINK Software. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data. In the event of any loss or corruption of Customer Data, FL will use commercially reasonable efforts to restore the lost or corrupted Customer Data. FL shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused by any third party. FL'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION SHALL CONSTITUTE FL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

4. **Customer Responsibilities.** Customer will: (a) provide FL with good faith cooperation and assistance and make available such Customer facilities, personnel, equipment, and support as may be reasonably required by FL to provide the COPLINK Software and COPLINK Services; (b) be responsible for Subscribers' compliance with this COPLINK Agreement and the end user license agreement for the COPLINK Software and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (c) obtain, pay for, and maintain any third party hardware and software, telecommunications and Internet services, and other minimum system requirements required by FL for Customer to access and use the COPLINK Software; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the COPLINK Software, promptly notify FL of any such unauthorized access or use, and cooperate with FL with respect to any investigation by FL of any suspected or alleged violation of this COPLINK Agreement and any action by FL to enforce the terms and conditions of this COPLINK Agreement; (e) use the COPLINK Software for authorized and legal purposes, consistent with the applicable Licensed Documentation, applicable laws and government regulations, and any written instructions provided by FL to Customer; and (f) keep confidential and not disclose to third parties, and ensure that Subscribers keep confidential and not disclose to third parties, any Subscriber IDs, passwords, and account information, except as necessary to use the COPLINK Software in accordance with this COPLINK Agreement. Customer shall be liable for any violation of the terms and conditions of this COPLINK Agreement by any Subscriber.

5. **Delivery.** FL will deliver the COPLINK Software, at Customer's option, either (i) by permitting Customer to download electronically the COPLINK Software and Licensed Documentation from an electronic location specified by FL; or (ii) during Installation Services that FL provides at Customer's designated Nodes.

6. COPLINK Services.

a. **Maintenance Services.** Subject to Customer's payment of Maintenance Services fees applicable at the time Customer orders such services, FL will provide to Customer Maintenance Services for the COPLINK Software in accordance with the terms of this COPLINK Agreement. FL reserves the right to amend its Maintenance Services policy and applicable fees upon written notice to Customer.

b. **Customization Services.** Subject to Customer's payment of Customization Services fees applicable at the time Customer orders such services, FL will customize, reconfigure, or otherwise modify the COPLINK Software as requested by Customer; provided that, in FL's sole judgment, such changes do not conflict with or violate any law, rule, or regulation or any FL obligation to a third party. Unless otherwise specified in the applicable Order Form, FL will own all rights, title, and interest in and to any modifications, configurations, and enhancements of the COPLINK Software, including all Intellectual Property Rights therein. At FL's request and expense, during and after the term of this COPLINK Agreement, Customer will execute documents and take such further acts reasonably requested by FL to enable FL to acquire, transfer, maintain, perfect, and enforce its Intellectual Property Rights and other legal protections for any such modifications, configurations, and enhancements to the COPLINK Software. Customer hereby appoints the officers of FL as FL's attorney-in-fact to execute documents on behalf of Customer for this limited purpose.

7. Fees and Payment.

a. **COPLINK Software License and Subscription Fees.** Customer will pay to FL all of the fees specified in the applicable Order Form, including subscription fees for the COPLINK Software for Subscribers. Subscription fees are based on the number of subscriptions purchased for use of the COPLINK Software at a Node and not on actual usage. If Customer desires to increase the number of Subscribers, it will issue a new Order Form for the additional number of Subscribers and FL may, in its discretion, allow or require the initial period of the newly purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's preexisting subscriptions.

b. **Services Fees and Expenses.** Customer will pay FL the fees specified in an accepted Order Form for any and all COPLINK Services. Training Services and Customization Services are billed at the then-current daily, hourly, or flat fee rate, as applicable, and Maintenance Services and Installation Services are billed at the then-current rate. If specified in an accepted Order Form, Customer will also reimburse FL for any reasonable and customary out-of-pocket travel and lodging expenses incurred by FL in connection with performing any COPLINK Services. At Customer's request, FL will furnish Customer with receipts and other documentation for all such expenses.

c. **Payment.** Customer is responsible for payment of fees and expenses subject to Section 5(a) of the Master Agreement. Unless otherwise specified in an Order Form, all fees for the COPLINK Software are due and payable in advance at the beginning of the subscription period and on or before each renewal. If Customer orders additional subscriptions part-way through an existing subscription period, and the initial

subscription period for the additional Subscribers is adjusted as described in Section 7(a) above, then the initial subscription fee for the additional subscriptions will be pro-rated accordingly. Unless otherwise specified in an Order Form, all other fees and expenses are due and payable within thirty (30) days after the date of FL's invoice therefor.

8. **Warranty and Disclaimer.**

a. **Compliance with Laws.** FL represents and warrants that the operation of the COPLINK Software and COPLINK Services will be in compliance with applicable laws, rules, and regulations.

b. **Limited Software Warranty and Sole Remedy.** FL warrants that, for a period sixty (60) days after download or installation of the COPLINK Software, the COPLINK Software will be capable of performing in all material respects in accordance with this Agreement and the functional specifications set forth in the applicable Licensed Documentation. As Customer's sole and exclusive remedy and Customer's entire liability for any breach of the warranty set forth in this Section, FL will, at its option, promptly repair or replace the COPLINK Software that fails to meet this limited warranty.

c. **Disclaimer.** Customer assumes sole responsibility and liability for results obtained from the use of the COPLINK Software and for conclusions drawn from such use. FL shall have no liability for any claims, losses, or damage caused by: (i) errors or omissions in any Customer Data or information provided to FL by Customer in connection with this COPLINK Agreement or any actions taken by FL at Customer's direction; or (ii) Customer's or any Subscriber's use of any third party products, services, software, or websites that are accessed via the COPLINK Software. EXCEPT AS PROVIDED IN SECTIONS 9(A) AND 9(B), FL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS COPLINK AGREEMENT, THE COPLINK SOFTWARE, OR THE COPLINK SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9(B), FL DISCLAIMS ANY WARRANTY THAT THE COPLINK SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. FL FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE COPLINK SOFTWARE AND COPLINK SERVICES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FL OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS COPLINK AGREEMENT.

d. **High Risk Activities.** THE COPLINK SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE COPLINK SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACITVITIES"). USE OF THE COPLINK SOFTWARE IN SUCH HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

9. **Limitation of Liability.**

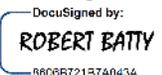
a. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL FL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS COPLINK AGREEMENT OR THE USE OR PERFORMANCE OF THE COPLINK SOFTWARE OR THE COPLINK SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS COPLINK AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. **Total Liability.** FL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO FL BY CUSTOMER PURSUANT TO THIS COPLINK AGREEMENT, AND, IF SUCH LIABILITY RESULTS FROM CUSTOMER'S USE OF THE COPLINK SOFTWARE OR FROM THE COPLINK SERVICES, SUCH LIABILITY WILL BE LIMITED TO THE ACTUAL FEES PAID BY CUSTOMER FOR THE SPECIFIC COPLINK SOFTWARE LICENSE OR COPLINK SERVICES GIVING RISE TO THE LIABILITY.

c. **Acknowledgement.** The Parties acknowledge and agree that the limitations and exclusions contained in this Section 10 and elsewhere in this COPLINK Agreement have been the subject of negotiation between the Parties and represent the Parties' agreement based up on the perceived level of risk associated with their respective obligations under this COPLINK Agreement and the payments made hereunder. Accordingly, the Parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this COPLINK Agreement is found to have failed of its essential purpose.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this COPLINK Agreement as of the COPLINK Agreement Effective Date.

FL: Forensic Logic, LLC

By:  _____

29226/00100/FW/9825462
Austin COPLINK SLA2018051501 v3.docx

Customer: City of Austin

By: _____

Name: ROBERT BATTY

Title: Executive Chairman

Dated: 8/20/2018 1:50:46 PM PDT

Name: *Sai Purcell*

Title: *Procurement Specialist IV*

Dated: *8/23/18*



Overview and Approach

Forensic Logic, LLC ("FL") is pleased to present this Order for Forensic Logic COPLINK ("COPLINK") Software Maintenance and Data Source Integration Maintenance.

1. Forensic Logic Software License Renewal

This section lists the COPLINK Software Products provided by Forensic Logic to City of Austin under the terms and conditions of the Forensic Logic agreement with Customer and the renewal price.

Description	Quantity	Renewal Start Date	Renewal End Date
COPLINK Detect SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Visualizer SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Incident Analyzer SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Computer Statistics SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Adaptive Analytic Architecture SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Active Agent SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Activity Correlation Technology SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK Analysis Search SW Maintenance	3800	9/1/2018	8/31/2019
COPLINK File Exporter for COPLINK IEPD SW Maintenance	1	9/1/2018	8/31/2019
COPLINK Outbound Connector for LEXS-SR SW Maintenance	1	9/1/2018	8/31/2019
Total in USD			\$83,159.00

2. Forensic Logic Data Source Integration Maintenance Renewal

This section describes the work to be provided by Forensic Logic to City of Austin under the terms and conditions of the Forensic Logic Agreement with Customer. In addition, Customer's responsibilities are listed.

Forensic Logic will provide remote Forensic Logic COPLINK ("COPLINK") Data Source Integration Maintenance for the Austin Regional Intelligence Center ('ARIC') integrated data sources.

2.1 Key Assumptions

This Quote is based on the following key assumptions. Deviations that arise during the maintenance will be managed through a Project Change Control Procedure, and may result in adjustments to the Scope, Schedule, Charges, and other terms.

- a. The price required for this maintenance and the schedule may vary based on further discussion between Customer and Forensic Logic.
- b. Estimates of effort/pricing presented in this Quote are limited to the professional services described herein and do not include:

- (1) The services to install or upgrade hardware, third party system software or third party application software components for Initial Production or development/test environments, unless specifically included.
- (2) Taxes, shipping or any other charges not specifically included.

2.2 Facilities and Hours of Coverage

Forensic Logic will:

- a. perform the work remotely, except for any activity which Forensic Logic determines would be best performed at Customer's facility in Austin, TX in order to complete its responsibilities.
- b. provide the services under this maintenance during normal business hours, 8:00 AM to 5:00 PM, MST, Monday through Friday, except holidays.

2.3 Forensic Logic Responsibilities

Forensic Logic will ensure that all FL employees working on the ARIC COPLINK system have successfully completed and passed a Criminal Justice Information System (CJIS) compliant Criminal Background investigation.

Forensic Logic will undertake the following activities:

Activity 1 - Data Source Integration Maintenance

The purpose of this activity is to provide support to ARIC for their integrated data sources.

Forensic Logic will:

- a. Provide email and telephone support Monday through Friday, 8:00am-5:00pm MST to ARIC's authorized representatives for questions and issues regarding their COPLINK Data Sources.
- b. Respond with an initial assessment and a resolution plan.
- c. Work with Customer on connectivity issues.
- d. Maintain key pieces of configuration information which evolve over time, e.g. "lookups".
- e. Execute upgrades to the application software and warehouse agreement (which Customer is entitled to by the license agreement).
- f. If required, install and configure one (1) new Secure Socket Layer (SSL) certificate.
- g. Resolve any issue found by FL to be a defect in (1) the integration services originally rendered or (2) the FL (formerly IBM) provided software runtime underlying the integration.
- h. Monitor the throughput rate and various data statistics to facilitate early identification and resolution of operational issues, under the terms of this SOW to the extent allowed by City of Austin security policy and practices.
 - (1) Troubleshoot and when the issue is covered under COPLINK Data Integration Support either correct the issue or engage Customer to assist in restoring refresh data flow.
 - (2) Determine if issue requires a mapping correction and fix that if covered under the 10 hours.
- i. Provide a refresh report to a technical contact or other individual upon request and agreement. A valid email address must be provided for this automatic service to be set up.
- j. Provide up to 10 hours of support toward:
 - (1) The modification of a data source integration, when (1) those modifications are necessary as the result of changes to (but not replacement of) Customer's data source product and (2) the modifications are within scope of the original data source integration.
 - (2) Extraordinary data access control requests, e.g. the deletion of a document from the COPLINK warehouse in response to a court-ordered expungement.

The following are excluded from the support provided by Forensic Logic:

- a. Modifications to data source integration made necessary if the data source product is moved from one database platform to another.

- b. Modifications to a data source integration that is deemed outside the scope of the original data source integration.
- c. Modifications to data source integrations, the node/warehouse, the overall solution architecture, or any other artifact resulting from services, if modifications are necessary as a result of (i) Customer's error or oversight at the time services were rendered, or (ii) new Customer requirements determined after services were completed.
- d. Recovery from catastrophic failure of hardware and/or third-party software.
- e. Backup of an Intermediate Machine (iBox) or any other customer controlled systems. It is the customer's responsibility to provide this.
- f. Corrective actions necessitated by bulk operations performed on a data source (e.g. rewriting all beat codes on crime reports to align with a new jurisdictional breakdown) without prior notification to and coordination with FL.
- g. Issues resulting from down time or incorrect operation of data sources.
- h. Issues related to any third party hardware or software.
- i. Any third party vendor maintenance charges.
- j. Bulk deletion of data from the COPLINK warehouse.

Completion Criteria:

This activity will be considered complete when the End Date as set forth in the Schedule of a SOW has been reached.

Deliverable Materials:

- Resolution Plan as needed

2.4 Customer's Responsibilities

The completion of the effort depends on the full commitment and participation of Customer's management and personnel.

The responsibilities listed in this section are to be provided at no charge to FL. FL's performance is predicated upon the following responsibilities being fulfilled by Customer. Delays in performance of these responsibilities may result in additional cost and/or delay.

- a. make appropriate personnel available to assist FL in the performance of its responsibilities;
- b. supply and maintain the existing COPLINK environment hardware and software to be used during the performance of this agreement;
- c. ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect FL's ability to provide the services. Unless specifically agreed to otherwise in writing, Customer is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the services;
- d. designate up to seven (7) representatives to contact FL with questions regarding the COPLINK node and data sources during the annual support period;
- e. provide secured access and monitor all access to the hardware comprising the COPLINK solution so that FL can monitor and maintain the data sources as described in this SOW;
- f. keep the third party hardware and software used for the COPLINK node current with any fixes and upgrades during the period of support;
- g. give FL seven (7) days of notification of bulk operations to be performed on data sources. Bulk operations are any update to the COPLINK integrated database(s) which would result in wholesale updates being submitted to COPLINK which could back up the refresh;
- h. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security integrity of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the services from access by unauthorized personnel; and

- i. if FL requires access to Customer's production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at Customer's location when not in use by FL.

2.5 Data Source Integration Maintenance Charge

The maintenance will be conducted on a fixed price basis. The fixed price for performing the services defined in the Order will be **\$35,485.00**. All charges are exclusive of any applicable taxes.

Travel and living expenses are not expected. Should any travel to Customer's facility under this maintenance be required, estimated travel and living expenses will be paid by Customer and will be authorized through a Project Change Control Procedure.

3. Total Charges

Forensic Logic will invoice Customer for the COPLINK Software and Software Services Maintenance as per the table below upon receipt of the signed agreement, plus applicable taxes. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Forensic Logic. Late payment fees may apply.

COPLINK Maintenance	Charge
COPLINK Software Licensing Maintenance (September 1, 2018 – August 31, 2019):	\$83,159.00
Data Source Integration Maintenance (October 1, 2018 – August 31, 2019):	\$35,485.00
Total Services Charge:	\$118,644.00

This agreement includes the option for the City of Austin to change to a COPLINK Cloud Subscription in the 2nd year for the charge of \$9,999.00 with an executed Addendum. This fee is subject to change annually.

This agreement includes the option for the City of Austin to request system and/or software enhancements with an executed Addendum.

This Agreement may be extended for up to four (4) additional periods of 12 months, subject to the approval of the City of Austin and Forensic Logic, LLC.

Forensic Logic will seek annual uplifts to the base amount of COPLINK Maintenance stated here, \$114,276.00, at no more than 5% per year.



COPLINK Software Maintenance Appendix 2

Maintenance Services

FL shall use commercially reasonable efforts to provide to Customer the first-level maintenance and support services for the COPLINK Software that are described in this Appendix 2. FL shall be responsible for providing such Maintenance Services only to Customer and shall have no obligation to provide such services directly to, or respond to any requests from, Subscribers. However, FL reserves the right to establish and maintain contact with any Subscriber in order to facilitate the delivery of any COPLINK Software-related support services needed by such Subscriber. FL shall provide the services described in this Appendix 1 only for the most current and next most current release of the COPLINK Software provided by FL to Customer. Customer acknowledges that its failure to upgrade to a currently supported version of the COPLINK Software may result in FL's inability to provide such Maintenance Services.

1. Definitions

a. **"Error"** means a reproducible failure of the COPLINK Software to operate in material conformance with the Licensed Documentation.

b. **"Level 1 Error"** means an Error that causes the COPLINK Software to fail to operate whatsoever or to crash the system on which the COPLINK Software is installed.

c. **"Level 2 Error"** means an Error that causes the COPLINK Software to fail to operate in a material manner but does not render the system on which the COPLINK Software is installed inoperable.

d. **"Level 3 Error"** means an Error that produces an inconvenient situation in which the COPLINK Software operates substantially in accordance with the Licensed Documentation but nevertheless causes or results in substandard or erratic performance.

e. **"Level 4 Error"** means an Error that is minor or that is cosmetic in nature and does not result in reduced performance.

f. **"Resolution"** means a modification or workaround to the COPLINK Software and/or Licensed Documentation intended to resolve an Error.

2. **Support Contact Persons.** Customer shall designate in writing to FL no more than three (3) individuals to act as support contact persons (each, a **"Support Contact Person"**). Customer may change its Support Contact Persons upon written notice to FL.

3. **Error Reporting.** Upon discovering an Error, Customer shall submit to FL a report in which Customer shall use its reasonable business judgment to classify the Error in accordance with the severity classifications set forth above. Customer shall only report an Error through a Support Contact Person, and only after Customer has expended reasonable efforts to resolve such Error. Customer shall contact FL via the following means depending on the severity of the reported Error:

Severity	Method of Contact
Level 1 Error	Pager, Telephone and Email
Level 2 Error	Telephone and Email
Level 3 Error	Email
Level 4 Error	Email

4. **Error Resolution.** FL agrees to respond to Errors reported by Customer and provide a Resolution as follows:

a. **Level 1 Errors.** FL shall respond to Level 1 Errors within twelve (12) hours and shall use commercially reasonable efforts to provide a Resolution within one (1) business day.

b. **Level 2 Errors.** FL shall respond to Level 2 Errors within twenty-four (24) hours and shall use commercially reasonable efforts to provide a Resolution within three (3) business days.

c. **Level 3 Errors.** FL shall respond to Level 3 Errors within three (3) business days and shall use commercially reasonable efforts to provide a Resolution within ten (10) business days.

d. **Level 4 Errors.** Level 4 Errors shall be corrected at the next Maintenance Release, if not otherwise previously corrected.

5. **Exceptions.** FL shall have no responsibility to fix any Errors arising out of or related to the following causes: (a) Customer's (or any other party's) modification, combination, or merger of the COPLINK Software, in whole or in part, without FL's express written authorization, (b) use of the COPLINK Software in an environment other than an environment with the Licensed Configuration, (c) negligence, accident, or improper use, (d) use of the Software other than as authorized in the COPLINK Agreement or as provided in the Licensed Documentation, (e) non-FL software or hardware products (including without limitation the operating systems on which the COPLINK Software operates) or use of the COPLINK Software in conjunction therewith, and (f) Customer's use of other than the currently supported releases of the COPLINK Software or any Error corrections or Updates thereto provided by FL.

6. **Access to Personnel and Equipment.** Customer shall provide FL access to Customer's personnel and equipment as reasonably required for FL to provide support under these terms.

7. **Additional Support Services.** Upon request, and subject to availability of qualified FL personnel, FL shall provide support services to Customer in addition to those set forth in these terms. Customer shall be charged separately and pay for (a) such services at FL's then-current standard rates, and (b) the reasonable travel, living, telecommunication, and other expenses incurred by FL in connection with providing such services.

8. **Maintenance Release.** Whenever FL makes any Maintenance Release generally available, FL shall promptly deliver such Maintenance Release to Customer in a mutually-agreed format.

9. **Support by Customer.** Customer shall be solely responsible for performing all COPLINK Software-related support services that are requested or required by any Subscriber, including fielding telephone support calls and performing basic troubleshooting. Customer shall not refer any Subscriber to FL for such support services.



Description of COPLINK Software

COPLINK Detect: The base module provides analysis and decision support for rapidly identifying criminal suspects, relationships and patterns that help solve crimes and thwart terrorism. It allows vast quantities of seemingly unrelated data, including data from incompatible database and records management systems, to be consolidated and instantly analyzed. Users can search for associations between individuals and between suspects and vehicles, organizations, geographic locations and weapons. Data is protected with advanced systems administration controls, which are automated for user authentication, permission, privacy and security, ensuring the system is only being used in accordance with agency policies.

COPLINK Visualizer: Employs network graphics to display the relationships, links and associations among database objects. Relationships up to eight levels deep, among people, places and things, are graphically displayed, aiding in investigations involving multiple suspects, locations and incident reports.

COPLINK Incident Analyzer: Provides both GIS-based mapping functions and a range of graphing and charting tools for analytical functions. The mapping program employs ESRI MapObjects JAVA and commonly available SHAPE files. COPLINK also supports ESRI ArcGIS Server 9.3. The geo-coding of the COPLINK database occurs during migration if the underlying data source does not have geo-coordinates in the location data. Users will need to acquire a third-party license from ESRI for MapObjects JAVA or ESRI ArcGIS 9.3 server to use the program.

COPLINK Computer Statistics (CompStat): Provides crime trend analysis and decision support. Aggregates data and filters by location, time, day, document type, agency, division, beat, vehicle, weapon, entity, crime type, race or gender and any combination of those categories. Results are available GIS-based mapping, graphing, charting and temporal/spatial display and analysis.

COPLINK Adaptive Analytical Architecture (A3): Allows temporary consolidation of data from sources that are not part of an individual COPLINK node. This feature permits analysis of data from multiple COPLINK nodes or other data sources, such as motor vehicle records, driver license records or even private databases. The consolidation is temporary and lasts only for the duration of the individual query.

COPLINK Active Agent: Allows an investigator to monitor and collaborate on specific COPLINK queries and receive notification when another investigator runs a query on the same object. An Active Agent query is set up by investigators when they are seeking additional data about the object of a query. The duration of an Active Agent query is determined by the individual investigators, who can keep it active until the set time expires or until the investigator cancels the query. Notification of new information is provided through e-mail, HTML within COPLINK, or cellular telephone.

COPLINK Activity Correlation Technology (ACT): Law enforcement agencies can monitor suspicious activities around critical infrastructure, and other areas and patterns that may require monitoring, with this module. Reviews reports from multiple data sources and sends a suspicious activity report if a person, vehicle or another associated object is found within a set perimeter of an identified location or classification of infrastructure.

COPLINK Analysis Search: Analysis Users have access to all Base Capabilities as stated above as well as the ability to search COPLINK nodes with the results automatically displayed for analysis using IBM i2 Analyst's Notebook and IBM i2 Intelligence Analysis Platform.

COPLINK File Exporter for COPLINK IEPD: Exporter permits data in the warehouse repository to be exported. The user can set a schedule for repetitive exports. The Exporter produces files in the COPLINK XML format.

COPLINK Outbound Connector for LEXS-SR: This connector that utilizes the Logical Entity eXchange Specification (LEXS), a National Information Exchange Model (NIEM) framework that uses a search and retrieval standard to enable near real-time query of and interoperability with third-party systems. An agreement must be in place between Customer and the other connected party(ies) to enable the use of this connector.

EXHIBIT B
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of August, 2018

CONTRACTOR Robert L Batty, Forensic Logic, LLC
Authorized Signature 

Title

Executive Chairman

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sai Purcell/4-3058	PM Name/Phone	Enjole Armstrong/4-5082
Sponsor/User Dept.	Police	Sponsor Name/Phone	N/A
Solicitation No	Sole Source/eCapris 126393	Project Name	Coplink Maintenance and Support
Contract Amount	\$655,583	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input checked="" type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
This contract is to provide maintenance and support for the COPLINK web-based information sharing and analysis software			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
No.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92045 - 100% only Forensic Logic, LLC and provide maintenance and support to their proprietary software.			
Sai Purcell		06/27/218	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	6/27/2018	Date Assigned to BDC	6/27/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
<i>If Other was selected, provide reasoning:</i>	
MBE/WBE/DBE Availability	
N/A	
Subcontracting Opportunities Identified	
N/A	

Tracy Burkhalter	
SMBR Staff	Signature/ Date
<i>Tracy Burkhalter</i>	6/27/18
SMBR Director or Designee	Date
<i>[Signature]</i>	7-3-18
Returned to/ Date:	